UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/696,274	10/29/2003	Adam Hall	ICLS 1001-3	6481

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EXAMINER
ALLEN, WILLIAM J

ART UNIT	PAPER NUMBER
3625	

DATE MAILED: 11/14/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>05 September 2006</u>.
2a)☐ This action is **FINAL**.　　2b)☒ This action is non-final.
3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>1-14</u> is/are pending in the application.
　　4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5)☐ Claim(s) _____ is/are allowed.
6)☐ Claim(s) _____ is/are rejected.
7)☐ Claim(s) _____ is/are objected to.
8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.
10)☒ The drawing(s) filed on <u>29 October 2003</u> is/are: a)☒ accepted or b)☐ objected to by the Examiner.
　　Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
　　Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
　　a)☐ All　b)☐ Some *　c)☐ None of:
　　　1.☐ Certified copies of the priority documents have been received.
　　　2.☐ Certified copies of the priority documents have been received in Application No. _____.
　　　3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
　　* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)
2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3)☒ Information Disclosure Statement(s) (PTO/SB/08)
　　Paper No(s)/Mail Date <u>10/29/03</u>.
4)☐ Interview Summary (PTO-413)
　　Paper No(s)/Mail Date. _____ .
5)☐ Notice of Informal Patent Application
6)☐ Other: _____.

DETAILED ACTION

Prosecution Summary History

Claims 1-14 are pending and rejected below.

Claims 15-16 have been canceled per applicant's amendment filed 9/5/2006.

Election/Restrictions

Applicant's election without traverse of group I, claims 1-14 in the reply filed on

9/5/2006 is acknowledged.

Claim Rejections - 35 USC § 101

1.   35 U.S.C. 101 reads as follows:

> Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

2.   Claims 1-9 are rejected under 35 U.S.C. 101 because the claimed invention is

directed to non-statutory subject matter.

Claims directed to computer-related inventions that are clearly nonstatutory fall into the

same general categories as nonstatutory claims in other arts, namely natural phenomena such as

magnetism, and abstract ideas or laws of nature which constitute "descriptive material." Abstract

ideas, Warmerdam, 33 F.3d at 1360, 31 USPQ2d at 1759, or the mere manipulation of abstract

ideas, Schrader, 22 F.3d at 292-93, 30 USPQ2d at 1457-58, are not patentable. Descriptive

material can be characterized as either "functional descriptive material" or "nonfunctional

descriptive material." In this context, "functional descriptive material" consists of data structures

and computer programs which impart functionality when employed as a computer component.

(The definition of "data structure" is "a physical or logical relationship among data elements,

designed to support specific data manipulation functions." The New IEEE Standard Dictionary

of Electrical and Electronics Terms 308 (5th ed. 1993).) "Nonfunctional descriptive material"

includes but is not limited to music, literary works and a compilation or mere arrangement of

data.

Additionally, both types of "descriptive material" are nonstatutory when claimed as

descriptive material per se. Warmerdam, 33 F.3d at 1360, 31 USPQ2d at 1759. When functional

descriptive material is recorded on some computer-readable medium it becomes structurally and

functionally interrelated to the medium and will be statutory in most cases since use of

technology permits the function of the descriptive material to be realized. See MPEP 2106, *In re*

Gulack, 703 F .2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983).

The Examiner notes that in independent claim 1, the preamble recites an "interface". The

specification describes the interface as a "web page" that provides various functionality to the

user (see Page 15, Paragraph 63). This claim is thereby directed to a mere "world wide web

page", which is simply a compilation or mere arrangement of data. The "web page" in itself has

no structural interrelation nor does it impart functionality to the invention, and is therefor

considered to be data per se and is nonfunctional descriptive material.

Claim Rejections - 35 USC § 103

1.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

2.   **Claims 1-10, 12, and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Broerman (US 20040054606) in view of Fino et al. (US 5689705, herein referred to as Fino).**

Regarding claim 1, Broerman teaches:

a closing server in communication with a browser client and a database (see at least: abstract, 0031, 0059, Fig. 3 and 5). The Examiner notes that the interface 120 is a browser.

a browser presented list of standard closing conditions for a real estate transaction (see at least: 0010, 0042, 0051, 0063, 0076, Fig. 5B and 8). The Examiner notes that a user may enter property requirements (i.e. *standard* conditions) via interface 120 (note 0076 and Fig. 8). The Examiner further notes that the electronic form presented via interface 120 contains both immutable (i.e. standard) and mutable (i.e. customized) terms. It is hereby noted that the property requirements and immutable terms constitute *standard conditions.*

a browser presented template of components to modify *one or more custom closing conditions* (see at least: 0010, 0051). The Examiner notes that the mutable terms constitute custom closing conditions.

wherein the closing server includes resources and logic to map the standard and custom closing conditions to corresponding fields in the database (see at least: 0043, 0051 (note "electronic contract tracking"), 0065).

Broerman further teaches the use of a property search feature whereby a user may enter property

requirements (see at least: 0076, Fig. 8). Broerman, however, does not expressly teach where

property requirements and the immutable (i.e. *standard*) terms are *selectable* and *creating* one or

more custom conditions.

In the same field of endeavor, Fino teaches a system for facilitating home construction and sales.

The computer implemented system assists new home purchasers, sales associates, and home

construction companies to efficiently manage the information flow which is present before,

during, and after new home construction and sales (see at least: col. 1 lines 6-11). Fino further

teaches a contract module for developing information related to home purchasing contracts (see

at least: Fig. 5A-5J and 9A-9D). As in Broerman, Fino teaches a property search feature (see at

least: Fig. 1B-1J). Fino provides a potential buyer the ability to review floor plan layouts and

elevation layouts (i.e. *standard* conditions) and select such features (see at least: col. 5 lines 11-

19, Fig. 3A (note the selected plan is "Sunrise" and the selected elevation is "C")), which are

included as part of the contract (see at least: 5D (note "Model 3305 Sunrise" and "Elevation

C")). Furthermore, Fino provides a standard set of terms/conditions such as base price, lot

premium, or elevation premium that are *selectable* for editing by a user (see at least: col. 6 lines

45-54, Fig. 5C-5D). "Options" added (i.e. *custom conditions*), either initially or later in contract

modification, to the contract are also modifiable by the user (see at least: col. 6 lines 55-58, Fig.

5E). The customer may add options (i.e. *creating* new custom conditions) to the contract for

approval (see at least: col. 6 lines 61-66, col. 6 line 67-col. 7 line 2, Fig. 5H-5J). Thereby, Fino

teaches *selectable* standard terms/conditions and creating *custom* terms/conditions.

It would have been obvious to one of ordinary skill in the art at the time of invention to have

modified the invention of Broerman to have included where the immutable (i.e. *standard*) terms

are *selectable* and *creating* one or more custom conditions as taught by Fino in order to provide

a system that assists new home purchasers, sales associates, and home construction companies to

efficiently manage the information flow which is present before, during, and after new home

construction and sales (see at least: Fino, col. 1 lines 6-11).

Regarding claims 2-5, Broerman teaches:

(2) *wherein said components to create custom closing conditions include a condition, the*

identity of a party authorized to clear the condition, and a deadline for clearing the condition

(see at least: abstract, 0042, 0060-0061, 0091, 0093-0094, 0097, Fig. 5). Note that a user name a

password or digital signature constitute an *identity*.

(3) *wherein the closing server further includes logic and resources to verify the identity*

of parties to the real estate transaction and document their consent to the real estate transaction

(see at least: abstract, 0010, 0042-0043, 0051, 0060, 0065).

(4) wherein said components to create custom closing conditions further include

classification of each condition as either active or passive, wherein a passive condition is

satisfied by the passage of time unless approved and an active condition is satisfied only by

approval before its deadline (see at least: abstract, 0091, 0093). The Examiner notes that

conditions that have deadlines requiring action are analogous to *active conditions* and conditions

with non-mandatory deadlines are analogous toe passive conditions.

(5) *wherein the communications between the closing server and the browser client is through the Internet* (see at least: abstract, 0009, 0030).

Regarding claim 6, Broerman teaches all of the above and further teaches entering property requirements (i.e. *standard conditions*) as part of a property search (see at least: Fig. 8). Broerman, however, does not expressly teach *wherein the list of selectable standard conditions includes logic to ask follow up questions indicated by selection of a particular standard closing condition.* Fino teaches *wherein the list of selectable standard conditions includes logic to ask follow up questions indicated by selection of a particular standard closing condition* (see at least; Fig. 3A-3B, col. lines). Once a user has selected a floor plan, various options are proposed to the user. The selectable options are analogous to "follow up questions" in that the presented options require input from the customer as to which options they desire for the selected floor plan. It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Broerman to have included *wherein the list of selectable standard conditions includes logic to ask follow up questions indicated by selection of a particular standard closing condition* as taught by Fino in order to provide a system that assists new home purchasers, sales associates, and home construction companies to efficiently manage the information flow which is present before, during, and after new home construction and sales (see at least: Fino, col. 1 lines 6-11).

Regarding claims 7-9, Broerman teaches:

(7) *further including a browser-presented list of geographic property locations and property types mapped to appropriate standard conditions* (see at least: Fig. 1B, 1D, and 5C-5D). Note that each property has an associated base price, elevation, premium, etc. (i.e. *mapped standard conditions*).

(8) *the database contains names of one or more title insurance companies and names and terms of one or more types of title insurance policies issued by said title insurance companies; and the closing server includes logic to select one of the one or more title insurance companies and one of the one or more types of title insurance policies* (see at least: abstract, 0005, 0040, 0053, 0056, claims 6 and 38).

(9) *the database contains names of one or more lenders and contact information for said lenders; and the closing server contains logic to select one of the one or more lenders* (see at least: abstract, 0006, 0040, 0053-0054, 0056, 0063, 0070, claims 6 and 38).

Regarding claim 10, Broerman teaches:

a closing server in communication with a browser client and a database (see at least:

abstract, 0031, 0059, Fig. 3 and 5). The Examiner notes that the interface 120 is a browser.

a browser presented list of applicable closing conditions for a real estate transaction (see

at least: 0010, 0042, 0051, 0063, Fig. 5B). The Examiner notes that the electronic form presented

via interface 120 contains both immutable (i.e. standard) and mutable (i.e. customized) terms.

a browser presented template linked to an applicable closing allowing *a user to approve*

or disapprove said applicable closing condition (see at least: 0010, 0051, 0080, 0082, Fig. 9).

The Examiner notes that the mutable terms constitute custom closing conditions which are

selectable and modifiable (see 0010, 0051). Furthermore, the seller or customer either accepts the

terms of an offer/counteroffer (i.e. *approves the conditions*) or may reject and modify the

contract by supervising changes to the mutable terms, effectively *disapproving* of the closing

conditions.

wherein the closing server includes resources and logic to

   authenticate the user (see at least: 0060, Fig. 5 (#s 150, 152, 154)) *and*

   to respond to the browser presented selection to approve or disapprove of said

applicable closing condition (see at least: 0051, Fig. 9). The examiner notes that the notification

of whether the latest offer has been reviewed, notification that an offer/counteroffer has not been

accepted, and the like constitute a *responses*. Additionally note Fig. 9, at least steps 344 (the

seller is notified of the buyer modification and counteroffer (i.e. disapproval)), 364 (the buyer is

notified of the seller modification and counteroffer (i.e. disapproval)), 359 and 372 (buyer seller

acceptance (i.e. approval)).

Though Broerman teaches all of the above, Broerman does not expressly teach *selectable options* for a user to approve or disapprove said applicable closing condition.

In the same field of endeavor, Fino teaches a system for facilitating home construction and sales. The computer implemented system assists new home purchasers, sales associates, and home construction companies to efficiently manage the information flow which is present before, during, and after new home construction and sales (see at least: col. 1 lines 6-11). Fino further teaches a contract module for developing information related to home purchasing contracts (see at least: Fig. 5A-5J and 9A-9D). In particular, Fino teaches *selectable options* such as "edit details", "modify contract", and "change orders" that allow a user to modify the contract terms (i.e. *closing conditions*), effectively rejecting (i.e. *disapproving*) the offered terms (see at least: col. 6 lines 55-58 and 61-66, Fig. 5B-5D and 5G). Thereby, Fino teaches *selectable options* for a user to approve or disapprove said applicable closing condition

It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Broerman to have included *selectable options* for a user to approve or disapprove said applicable closing condition as taught by Fino in order to provide a system that assists new home purchasers, sales associates, and home construction companies to efficiently manage the information flow which is present before, during, and after new home construction and sales (see at least: Fino, col. 1 lines 6-11).

Regarding claims 12, Broerman teaches all of the above as noted but does not expressly

teach *wherein the browser-presented list of applicable closing conditions displays only*

applicable closing conditions which the user is responsible to approve or disapprove. Fino

teaches *wherein the browser-presented list of applicable closing conditions displays only*

applicable closing conditions which the user is responsible to approve or disapprove (see at

least: Fig. 5A-5J). The Examiner notes that the user/customer must approve or disapprove the

indicated conditions either by accepting or modifying the conditions presented to the user. It

would have been obvious to one of ordinary skill in the art at the time of invention to have

modified the invention of Broerman to have included *wherein the browser-presented list of*

applicable closing conditions displays only applicable closing conditions which the user is

responsible to approve or disapprove as taught by Fino in order to provide a system that assists

new home purchasers, sales associates, and home construction companies to efficiently manage

the information flow which is present before, during, and after new home construction and sales

(see at least: Fino, col. 1 lines 6-11).

Regarding claim 14, Broerman teaches *including a list of deadlines for disapproval of*

the applicable closing conditions, wherein the closing server further includes resources and

logic to check a date and time of selection of an option to disapprove against the list of deadlines

(see at least: abstract, 0042, 0060-0061, 0091, 0093-0094, 0097, Fig. 5).

3.   Claims 11 and 13 are rejected under 35 U.S.C. 103(a) as being unpatentable over Broerman in view of Fino as applied to claims 1-7, 10, 12, and 14, and in further view of Ginter et al. (US 5910987, herein referred to as Ginter).

Regarding claims 11 and 13, Broerman in view of Fino teach all of the above as noted and further teach displaying contractual conditions for approval/disapproval to the user (see at least: Broerman, 0010, 0051, Fig. 5B; Fino, Fig. 5A-5J). Broerman in view of Fino additionally teach authenticating a user (see at least: Broerman, Fig. 5). Broerman in view of Fino, however, does not expressly teach where the template *displays legally binding textual descriptions with the options* and using *public key cryptography to authenticate the user*. Ginter teaches *displaying legally binding textual descriptions with the options* (see at least: col. 242 lines 25-38, col. 246 lines 21-34) and using *public key cryptography to authenticate the user* (see at least: col. 7 line 65-col. 8 line 4, cool. 12 lines 21-28, col. 21 lines 54-60, col. 65 lines 14-36). It would have been obvious to one of ordinary skill in the art at the time of invention to have included *displaying legally binding textual descriptions with the options* and using *public key cryptography to authenticate the user* as taught by Ginter in order to ensure that information is accessed and used only in authorized ways, thereby maintain the integrity, availability, and/or confidentiality of the information (see at least: Ginter, abstract).

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's

disclosure.

- US 7024397 discloses a method and apparatus for negotiating a real estate lease using a

  computer network

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to William J. Allen whose telephone number is (571) 272-1443.

The examiner can normally be reached on 8:00 AM to 5:30 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Jeff A. Smith can be reached on (571) 272-6763. The fax phone number for the

organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent

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like assistance from a USPTO Customer Service Representative or access to the automated

information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

William J. Allen
Patent Examiner
November 8, 2006

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